

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunications Company of Illinois

and

Essex Telcom Inc.

Dated: May 1, 2004

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LOCAL INTERCONNECTION**

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AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of May, 2004 is by and between Citizens Telecommunications Company of Illinois, an Illinois corporation, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Citizens") and Essex Telecom Inc., an Illinois corporation, having its principal place of business at 2 East 3rd Street, Sterling, Illinois 61081 ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Illinois; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Illinois; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). Access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Telecommunications Act of 1996, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable Commission.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the Illinois Commerce Commission

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")

- 2.9. DS3 is a digital signal rate of 44.736 Mbps.
- 2.10. Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. Internet, information services, voicemail, and so-called "chat line" services are enhanced services.
- 2.11. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document which, defines industry standards for exchange message records.
- 2.12. Interconnection in this Agreement is as defined in the Act.
- 2.13. Internet Service Provider (ISP) Bound Traffic means traffic delivered by a Local Exchange Carrier to a provider of Internet Services.
- 2.14. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.15. Local Traffic are calls originated by one Party's End Users and terminated by the other Party's End Users within the Local Exchange area as defined above or an area where the Commission has approved Extended Area Service calling. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area. Local traffic will be based by the originating and terminating NPA-NXX of each call.
- 2.16. Local Service Provider Guide (the "Guide") means the document provided to Carrier by Citizens, included by reference herein, which outlines the process and procedures for ordering and maintaining Carrier Services. This document may be updated from time to time by Citizens. This document is to be used as reference only and is not a part of this agreement.
- 2.17. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.
- 2.18. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.
- 2.19. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a Carrier), or by one LEC, in two or more states within a single LATA.
- 2.20. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643,

establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a Carrier).

2.21 Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.22. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.23 Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.24 Reciprocal Compensation is as Described in the Act.

2.25. Wire Center denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require Carrier to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves Carrier from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Citizens may describe some of these procedures in its Guide. Reference to Citizens' Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this

Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Citizens may charge Carrier for the coordinated transfer of service activities scheduled outside of the specified hours at the usual and customary hourly labor rates.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and Carrier authorizing the release of such information to Carrier or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. If there is a conflict between an end user and Carrier regarding the disconnection or provision of services, Citizens will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and services have not yet been established, Carrier will be responsible to pay the applicable service order charge. If the end user's service has been disconnected and the end user's service is to be restored with Citizens, Carrier will be responsible to pay the applicable nonrecurring charges as set forth in Citizens applicable tariff to restore the end user's prior service with Citizens.

4.6. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement, where available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided, where available, by the Party formerly providing service as specified by the applicable tariff.

4.7. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation, where available, from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.8. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.9. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes multiple requests for transfers where the end user will retain one or more telephone numbers.

4.10. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.11. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.12 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment - 6, Pricing.

4.13 Service Date Modifications/ Customer Not Ready. Carrier may request a change in due date prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via FOC. Supplemental order charges are listed in Attachment 7 – Pricing. . Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Carrier will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

5.1 Subject to the terms and conditions of this Section, the restrictions set forth in Section 23 of this agreement and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

5.2 Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 6 of the General Terms and Conditions of this Agreement.

5.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

5.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

5.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

5.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the latter of: (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the overpayment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

SECTION 6. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Illinois Commerce Commission for non-binding mediation. If mediation by the Illinois Commerce Commission is unsuccessful, recourse may be had by either Party to the Illinois Commerce Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 7.4. Labor difficulties, such as strikes, picketing or boycotts;
- 7.5. Delays caused by other service or equipment vendors;
- 7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such

causes are removed or cease.

SECTION 8. REGULATORY APPROVALS

8.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

8.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 6 (Dispute Resolution Procedures) hereof.

8.3 The Parties acknowledge that any terms of this Agreement were established pursuant to FCC and Commission orders. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the FCCs and Commission's decisions related to the Agreement as permitted by Applicable Law. By signing this Agreement, the Parties do not waive their right to pursue such a challenge.

SECTION 9. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

9.1. Carrier agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Carrier services, located within Citizens operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Citizens prior to the directory listing publication cut-off date, which is posted at www.frontieronline.com under Carrier Services then Directory Services.

9.2. Citizens will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included. Listings of Carrier's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

9.3 Carrier will identify any of these subscribers that are "non-published" customers. Carrier will provide Citizens with the directory information for all its End Users in the format specified in the Citizens Local Service Provider Guide.. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Citizens the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Citizens or its publisher.

9.4 Carrier 's End Users' standard primary listing information in the telephone directories will be provided at no charge. Carrier will pay Citizens' tariffed charges for additional and foreign white page listings.

9.5 Both Parties will use their best efforts to ensure the accurate listing of Carrier 's End User listings. Carrier is responsible for all listing questions and contacts with its customers including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Citizens with appropriate internal contact information to fulfill these requirements

9.6 Citizens will accord Carrier directory listing information the same level of confidentiality which Citizens accords its own directory listing information. Carrier grants Citizens full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

9.7 Citizens will distribute its telephone directories to Carrier 's End Users in a manner similar to the way it provides those functions for its own end users. Citizens shall facilitate the distribution of listings in the book form ("Telephone Directories") to Carrier end users that are located in the area served by Citizens. For Carrier end users whose listings are not maintained in a Citizens database, Carrier shall provide the information needed for the distribution of listings in book form to such customers.

- 9.7.1 Carrier is responsible for sending to Citizens at the posted date an approximate directory count for its end users for the purpose of ensuring an adequate quantity is printed.
- 9.7.2 Carrier is responsible for providing information that includes distribution address and book quantities to Citizens. Citizens will place the same restrictions on the Carrier's end users as it does for itself when assigning book quantities.

9.8 Carrier will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Carrier shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Citizens with applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by Carrier hereunder.

9.9 Citizens' liability to Carrier in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. In addition, Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to Carrier 's End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 10. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 11. TERM OF AGREEMENT

11.1 This Agreement shall become **effective upon the first business day following the date this Agreement has been approved by the Illinois Commerce Commission** continue until May 1, 2006 and shall automatically renew for ninety (90) day periods thereafter unless one party gives the other party written notice of termination not less than sixty (60) days prior to the end of initial or any renewal terms.

11.2 In the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

11.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

- (1) refuse additional applications for any service provided under this Agreement;
- (2) refuse to complete any pending orders for the Affected Services any time thereafter, and/or;
- (3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Illinois Commerce Commission (Commission), to the person designated to receive such notice, discontinue the provision of existing Affected Services at any time thereafter.

If the non-breaching Party does not refuse additional applications for the Affected Services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the Affected Services without further notice. If the non-breaching Party discontinues provision of the Affected Services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the Affected Services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of the Affected Services without further notice.

Citizens reserves the right to refuse an application for an Affected Service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Citizens for the Affected Services previously furnished, until the indebtedness is satisfied. In the event that Affected Services are provided to Carrier or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Citizens unless Carrier satisfies the indebtedness relating to the Affected Services within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Carrier to receive such notices. Copies of such notice shall be mailed to the Illinois Commerce Commission, concurrently with the mailing to Carrier.

11.3.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within a period of time equivalent to the applicable interval required by this Agreement, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

11.4 Upon termination or expiration of this Agreement: each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 12. EFFECTIVE DATE

This Agreement will become effective upon approval by the State of Illinois Commerce Commission.

SECTION 13. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 14. WAIVERS

14.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

14.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

14.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

14.4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

SECTION 15. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 17. INDEMNITY

17.1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

17.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

Notwithstanding any other provisions of this Agreement, Carrier shall defend and indemnify Citizens and shall hold Citizens harmless from and against any and all loss alleged to have been incurred by a customer of Carrier or any other third party to the extent such loss arises or is attributable to Carrier's performance or failure to perform.

SECTION 18. ASSIGNMENT

Any assignment or delegation by either Party to any non-Affiliated entity or to any Affiliated entity that is not certificated as a local exchange carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate that is certificated as a local exchange carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 19. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Illinois Commerce Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of New York, without regard to its conflicts of laws principles, shall govern.

SECTION 20. SEVERABILITY

Subject to Section 8 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 21. CHARGES AND PAYMENTS

21.1 In consideration of the services provided by Citizens under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Citizens shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:

Essex Telcom Inc.
Attn: Marc Wolens
2 East 3rd Street
Sterling, Illinois 61081

To Citizens:

Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

21.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Citizens, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

21.2.1 Parties will compensate each other on verifiable records of actual usage.

21.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

21.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

21.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

21.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 21.3.4 following.

21.3.4 Undisputed amounts shall be paid when due as set forth in Section 21.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

21.4 Both Parties shall use the Dispute Resolutions Procedures as described in Section 6.

21.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs.

SECTION 22. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.

SECTION 23. CONFIDENTIALITY AND PUBLICITY

23.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section. 23.

23.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

23.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

23.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

23.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

23.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

23.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

23.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

23.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

23.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

23.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

23.4.5. is approved for release by written authorization of the disclosing Party; or

23.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

23.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

23.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

23.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

23.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

23.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 24. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 25. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 26. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 27. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To Carrier:

Essex Telcom Inc.
2 East 3rd Street
Sterling, Illinois 61081
Attn: Marc Wolens - President

To Citizens:

Frontier, A Citizens Communications Company
180 South Clinton Avenue

Rochester, New York 14646
Attn: Manager - Interconnection

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 26.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

CARRIER

CITIZENS

By: _____

By: _____

Typed: _____

Typed: _____

Title: _____

Title: _____

Date: _____

Date: _____

To Citizens:

Frontier, A Citizens Communications Company
180 South Clinton Avenue
Rochester, New York 14646
Attn: Manager - Interconnection


If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 26.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

CARRIER

By: _____
Typed: _____
Title: _____
Date: _____

CITIZENS

By:  _____
Typed: Daniel McCarty _____
Title: SVP _____
Date: 6/15/04 _____

To Citizens:

Frontier, A Citizens Communications Company
180 South Clinton Avenue
Rochester, New York 14646
Attn: Manager - Interconnection

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 26.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

CARRIER

By:

Typed:

Title:

Date:

CITIZENS

By:

Typed:

Title:

Date:

ATTACHMENT 1

TRANSPORT & TERMINATION

ATTACHMENT 1 – TRANSPORT & TERMINATION

The Parties hereto, agree to interconnect their facilities and networks for the transport of local traffic as follows:

SECTION 1. Definitions

1.1. "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between Citizens and the Carrier.

1.2 Transit Service – Is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Citizens over a separate trunk group between Carrier and Citizens where appropriate trunks exist between Carrier and third party through Citizens tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Citizens' tandem and terminated to Carrier.

SECTION 2. Interconnection Trunking Arrangements

2.1 The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Agreement may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. Carrier will agree to establish each POI at a technically feasible point on Citizens network with Citizens. In order to gain connectivity the POI is required at one of the following locations:

- a) POI at the Citizens Tandem Office, where available and:
- b) POI at the Citizens Host Office
- c) POI at the Citizens Tandem or Host Office for a Citizens remote central office

2.2. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Citizens be required to modify its network to accommodate the interconnection request made by Carrier, Carrier agrees to pay Citizens reasonable charges for such modifications. If Carrier uses a third party network carrier to reach the POI, Carrier will bear all third party carrier charges for facilities and traffic in both directions.

Carrier will be responsible for establishing separate trunk groups for local, toll and E911 traffic.

2.3.1 Separate trunk groups for the exchange of Local Traffic including ISP Bound Traffic.

2.3.2 Separate trunk groups to be used solely for the transmission and routing of Exchange Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier.

2.3.3 Separate trunk groups for the exchange of Tandem Transiting traffic when connected to a Citizens tandem.

2.3.4 Where applicable, separate trunks connecting Carrier's switch to Citizens E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

2.4. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.5. Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be reciprocal compensation, if applicable and/or Tandem Transiting charges where Citizens Tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered by Carrier using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6. Carrier will not expect Citizens' local end office switches to act as a tandem on the Carrier's behalf nor will Citizens expect the Carrier's local end office switches to act as a tandem on Citizens' behalf.

2.7. This Agreement is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any Carrier's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

Carrier and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1. Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

SECTION 4. Interconnection Forecasting.

4.1. Each Party will provide the other a two year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other.

4.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all final facilities between Citizens' Central Office and Carrier's will be engineered to achieve P.01 Grade of Service.

4.4. All requests by Carrier to Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

SECTION 5. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic.

5.1. The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. Specifically, Citizens has not offered or adopted the FCC's rate caps as set forth in that Order; pursuant to paragraph 81 of that Order, Citizens is required to pay interCarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Citizens and any such other party.

5.1.1 Neither Party expects to terminate material amounts of Local Traffic (more than 5,000 MOUs per month) to the other Party, and to the extent the parties terminate Local Traffic they expect the volume of Local Traffic each party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 2.3. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep.

5.1.2 The fact that ISP Bound Traffic and de minimus amounts of Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection under Section 5.2 of this Attachment 1, access traffic, wireless traffic, and transit traffic.

5.2. Traffic, other than ISP Bound Traffic, Local Traffic and Transit Traffic shall be terminated to a Party subject to that Party's tariffed access charges.

5.3 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

5.3.1. No trouble is found in the interconnection trunks; or

5.3.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.3.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' applicable tariff.

SECTION 6 **Transit Service** -

6.1 The Parties shall compensate each other for Transit Service as follows:

6.1.2 The Carrier shall pay Citizens a transit service charge as set forth in the Pricing Attachment to this Agreement. Carrier will pay Citizens a Transit Service charge for such traffic if it originates or terminates from Carrier.

6.1.3 Each Party acknowledges that the transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

6.2 Citizens will upon request establish connections between a Carrier collocation arrangement established pursuant to applicable tariffs and/or license agreements at a Citizens premises and a collocation arrangement of a third party Carrier that maintains a collocation arrangement at the same premises. Applicable tariffed private line rates will apply. Carrier may not bypass Citizens in connecting to another entity located within a Citizens facility.

ATTACHMENT 1 – TRANSPORT & TERMINATION
EXHIBIT A

EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION (CLLI Code)	CARRIER POI (CLLI Code)	RC (Rate Center)
<u>MDVLILXADS0</u>	MDVLILXA1MD	Milledgeville*
<u>PPTWILXADS0</u>	PPTWILXA0MD	Prophetstown
<u>MRSNILXADS0</u>	MRSNILXA1MD	Morrison
<u>POLOILXADS0</u>	POLOILXA1MD	Polo
<u>LNRKILXADS0</u>	LNRKILXA0MD	Lanark
<u>TMPCILXADS0</u>	TMPCILXA0MD	Tampico
<u>FLTNILXADS0</u>	FLTNILXA0MD	Fulton
<u>LYNDILXADS0</u>	LYNDILXA0MD	Lyndon

ATTACHMENT 1 – TRANSPORT & TERMINATION
EXHIBIT A

ATTACHMENT 2

INTERIM SERVICE PROVIDER NUMBER PORTABILITY

ATTACHMENT 2 - Interim Service Provider Number Portability

SECTION 1. Description of Service

1.1. Interim Service Provider Number Portability ("ISPNP") is a service arrangement that can be provided by Citizens to Carrier or by Carrier to Citizens. Although this Agreement describes Citizens to Carrier arrangements, Carrier must make ISPNP available to Citizens on a reciprocal basis under the same terms and conditions.

1.2. ISPNP allows an end user customer to transfer service from Citizens to Carrier and to retain their existing telephone number. ISPNP allows incoming calls to Citizens provided telephone numbers to be routed to the Carrier's network for completion. ISPNP is available only for working telephone numbers assigned to Citizens' customers who request to transfer to Carrier provided service.

1.3. Citizens reserves the right to determine the type of serving arrangement used to redirect ISPNP calls to the Carrier network (e.g., remote call forwarding ("RCF")). Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. Carrier will need to specify the number of simultaneous calls to be forwarded for each number ported.

1.4. ISPNP is subject to the following restrictions:

1.4.1. An ISPNP telephone number may be assigned by Carrier only to Carrier's customers located within Citizens' rate center, which is associated with the NXX of the ported number.

1.4.2. ISPNP is applicable only if Carrier is engaged in a reciprocal traffic exchange arrangement with Citizens.

1.4.3. Only the existing, Citizens assigned end user telephone number may be used as a ported number for ISPNP.

1.4.4. ISPNP services will not be resold, shared or assigned by Carrier.

1.4.5. ISPNP is not offered for NXX Codes 555, 974, 976, 960 and 1+ sent-paid telephones, and service access codes (i.e. 500, 700, 800/888, 900). ISPNP is not available for FGA or FGB seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign central office service, as well as restrictions that may apply for unique services; e.g., DID, hunting arrangements. Furthermore, ISPNP numbers may not be used for mass calling events.

1.4.6. The ported telephone number will be returned to the originating company when the service associated with the ported number is disconnected or any of the above requirements is no longer met. The company assigned the ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by Citizens for the period of time until the telephone number is reassigned by Citizens.

1.4.7. When local number portability is available, ISPNP will no longer be provided by Citizens. Once the Citizens switch becomes local number portability capable, Citizens will notify the Carrier. The Carrier has 45 days to convert from ISPNP to local number portability after notice from Citizens.

SECTION 2. Customer of Record

2.1. Carrier will become the customer of record for the ported telephone number.

2.2. Carrier will be responsible for all future charges associated with the ISPNP arrangement including collect, third number billed calls and any other calls charged to the Citizens provided telephone

number. Citizens will provide, at Carriers request, collect, 900 or third party blocking at applicable tariff rates for ISPNP arrangements.

SECTION 3. Ordering and Maintenance

3.1. Carrier is responsible for all dealings with and on behalf of Carrier's end users, including all end user account activity, e.g. end user queries and complaints.

3.2. If an end user requests transfer of service from Carrier back to Citizens, Citizens may rely on that end user request to cancel the ISPNP service.

3.3. Certain features are not available with ISPNP telephone numbers. Calling party information passed to the Carrier network may reflect the Citizens provided telephone number.

3.4. Carrier's designated ISPNP switch must return answer and disconnect supervision to Citizens' switch.

3.5 The Carrier will provide to the E911/911 database provider the network telephone number that the Carrier assigned to the ported telephone number. Updates to and maintenance of the INP information to the E911/911 database are the responsibility of the Carrier.

3.5. The Party ordering the ported number shall pay a monthly recurring and nonrecurring charges as shown in Attachment 7 - Pricing. If Customers chose not to port their numbers, the original service-providing Party will provide a referral announcement advising callers of the new Customer's number. Charges for referral announcements are shown in Attachment 7 - Pricing.

ATTACHMENT 3

LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 General

Frontier/Citizens will convert to LNP once a Bona Fide Request is received from the Carrier. When the Bona Fide Request is received Frontier/Citizens will have 180 calendar days to provide portability in the requested central office to provide the necessary hardware and software. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

1.2 Terms and Conditions

Frontier/Citizens will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.

An LNP telephone number may be assigned by Carrier only to Carrier's customers located within Frontier/Citizens' rate center, which is associated with the NXX of the ported number.

Six months after LNP becomes available, ISPNP will cease to be available and all existing ISPNP arrangements will terminate.

1.3 Obligations of Frontier/Citizens

Citizen will deploy LNP in the specified central offices 180 calendar days after receiving a Bona Fide Request for LNP from a Carrier. (See Exhibit A and B).

Frontier/Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Frontier/Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superseded by federal, state, or local legislation.

1.4 Obligations of Carrier

Carrier is required to send to Frontier/Citizens a completed Bona Fide Request Form for LNP deployment.

Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

Carrier is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

If Carrier fails to meet the mutually agreed upon testing date and implementation schedules, Carrier will be required to pay Frontier/Citizens \$300.00 per day plus all expenses that Frontier/Citizens has incurred as a result of Carrier's failure to meet these schedules.

Carrier is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

Carrier is responsible for providing its own access to the Service Order Administration (SOA).

Carrier is responsible to meet all the Industry requirements for LNP.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE: _____ (date of request)
042204 Essex Telecom Inc FINAL CTC.doc
Version: 7/22/99
Revised: 1/22/01

TO: _____ (name of service provider)

(address of service provider)
(contact name /number)

FROM: _____ (requester/service provider name/ID)

(requester/operating company number (OCN))
(requester switch(es)/CLLI)
(authorized by name)
(authorized by title)
(contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

Please provide Requestor's information below:

CARRIER/REQUESTOR:

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: 1 List each switch targeted for LNP by its specific CLLI code.

² **Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;**
Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Carrier may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

EXHIBIT B

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ **(date of response)**

TO: _____ **(requester/Carrier name/ID)**
_____ **(contact name/address/number)**

FROM: _____ requester switch(es)/CLLI)

_____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

(CLLI 1) _____

(CLLI 2) _____

(CLLI 3) _____

Authorized company representative signature/title: _____

ATTACHMENT 4

UNBUNDLED NETWORK ELEMENTS

ATTACHMENT 4 – UNBUNDLED LOCAL LOOPS

SECTION 1. DEFINITIONS

1.1. Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the end user may have limited tolerances to total bridged-tap on a circuit.

1.2. Cable Loading is the process of adding load coils to a metallic cable facility.

1.3. Cable Unloading is the process of removing load coil(s) from a metallic cable facility.

1.4. Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

1.5. Digital Loop Carrier (DLC) is a system that enables multiple end users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

1.6. Main Distribution Frame (MDF) is a hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.

1.7. Unbundled Local Loop is the transmission path from Citizens MDF, or its equivalent, up to and including the Citizens Network Interface Device (NID) at end user premises.

SECTION 2. GENERAL TERMS AND CONDITIONS

Unbundled Local Loops are provided in accordance with the specifications described herein. Citizens sole obligation is to provide and maintain Unbundled Local Loops in accordance with such specifications. Citizens DOES NOT WARRANT THAT UNBUNDLED NETWORK ELEMENTS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the local loop as defined herein. Citizens, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

2.1 UNBUNDLED NETWORK ELEMENTS may not be used to provide any service that would degrade or otherwise adversely affect Citizens network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Citizens will provide Carrier each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3.0 below. Citizens will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if Carrier requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Citizens will consider the request on a case-by-case basis.

2.2. Carrier is responsible for assigning any telephone numbers necessary to provide its end users with local exchange service.

2.3 The Unbundled Local Loop is the transmission path from Citizens MDF, or its equivalent, up to and including the Citizens Network Interface Device (NID) at end user premises.

2.4. It is Carrier's responsibility to provision and provide E911 Services to its end users that are provisioned utilizing Citizens Unbundled Network Elements .

2.5. In the event any modification of Citizens facilities or construction is required to implement an unbundled local loop at any given location, additional charges will apply. Citizens is not required to construct or provide unbundled local loops in areas where facilities do not currently exist.

2.6. Unbundled Network Elements are only available to the Carrier for use in its provisioning of local exchange service to its end users.

2.7. To the extent that Citizens files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

SECTION 3. TYPES OF UNBUNDLED NETWORK ELEMENTS

3.1. The 2-Wire Analog loop is a two wire voice grade facility that supports 300 to 3000 Hz analog service. No line treatment or range extension is added.

3.2. The 4-Wire Analog Loop is a four wire voice grade facility that supports 300 to 3000 Hz analog service with send and receive transmission paths. No line treatment or range extension is added.

3.3. The 2-Wire Digital Conditioned Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and no commitment to gauge .

Each request for a 2-Wire Digital Conditioned Loop will go through a pre-qualification process. In those instances where a 2-Wire Digital Conditioned Loop is not available, the Carrier will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.4. The 4-Wire Digital Conditioned Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and no commitment to gauge . The 4-Wire Digital Conditioned Loops are only available to Carrier for use in its provision of local exchange service to its' end users.

It will be at Citizens discretion to determine the manner that the 4-Wire Digital Conditioned Loop is provided. This could include; but is not limited to the following: (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, (iii) Combination of both fiber and metallic.

Each request for a 4-Wire Digital Conditioned Loop will go through a pre-qualification process. In those instances where a 4-Wire Digital Conditioned Loop is not available, Carrier will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading/loading and/or bridged tap removal.

SECTION 4. CONDITIONING

If Carrier requests unbundled local loop conditioning or if conditioning is required to provide one of the unbundled network elements described in this agreement, Citizens will condition the unbundled local loop at Carrier 's expense. Citizens will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 5. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for Unbundled Network Elements. Citizens will make this determination, but Carrier may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. Citizens will determine separate charges for each repeater placement. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 6. FORM OF ACCESS

Interconnection to loops will be at Carrier's collocated equipment at the Citizens central office in the local exchange. Access to unbundled loops may occur in the following manner:

Access to Unbundled Network Elements that terminate on metallic pairs at the MDF will be provided to Carrier's collocated equipment in that central office.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

Ninety days prior to submitting any Loop service orders, Carrier must provide to Citizens forecasts of the numbers of Loops that Carrier plans to order from Citizens at the exchange level. Thereafter, Carrier will update the forecasts on a semiannual basis. The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the Carrier Master Account Questionnaire.

SECTION 8. IMPLEMENTATION

To ensure correct provisioning, Citizens highly recommends that Carrier and Citizens have a technical meeting prior to Carrier ordering Unbundled Network Elements

8.1. Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of Citizens facilities.

8.2. Certain of Citizens geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If Carrier requests one or more Unbundled Network Elements in these areas, Citizens will notify Carrier of the lack of available facilities. Carrier may request alternative arrangements. These arrangements may include, but are not limited to: (i) copper facilities, or (ii) universal digital loop Carrier facilities, or (iii) both. Additional charges may apply. Citizens will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 9. CUTOVER

9.1 For local exchange telephone service, Carrier will be responsible for providing battery power and dial tone to its connection point two days prior to the due date on the service order.

9.2 If a coordinated cutover is not requested, the cutover will occur during Citizens normal business hours upon the agreed cutover date.

9.3 Carrier may request a coordinated cutover, in which case coordination charges and overtime charges will apply. On each Unbundled Loop order, Carrier and Citizens will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which Carrier and Citizens personnel will make telephone contact to complete the cutover.

Within the appointed 30 minute cutover interval, Carrier personnel will call the Citizens personnel designated to perform cross-connection work. Work will be promptly commenced and performed following completion of this call. If Carrier's personnel fail to call or are not ready within the appointed interval, and if Carrier had not rescheduled the cutover at least 2 hours prior to the start of the interval, additional charges will apply. Delays caused by Carrier's end users are the responsibility of Carrier. Delays or rescheduling caused by Carrier or Carrier's end user will result in an additional charge.

9.4 Complex coordinated cutovers will be charged on a time and materials basis.

SECTION 10. ORDERING AND MAINTENANCE

10.1 Carrier agrees to follow the procedures in Citizens Guide for ordering and maintenance.

10.2. Each Party is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. Citizens will work cooperatively with Carrier to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Citizens network. Carrier must provide to Citizens test results where available when testing its end user's trouble prior to Citizens performing any repair functions. When Carrier has reported the trouble and such trouble is not in Citizens network, Citizens will apply to Carrier the service charges in accordance with the applicable time and materials charges. Carrier agrees to follow the procedures defined in the Citizens Guide for trouble reporting.

10.3. Carrier must submit to Citizens a disconnect order for any Unbundled Local Loop that is relinquished by the end user because of cessation of service. Unbundled Local Loop facilities will be returned to Citizens when the disconnection order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.4 When ordering Unbundled Network Elements, Carrier is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.5. Carrier will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility. If Citizens performs tests of the Unbundled Local Loop facility at Carrier's request, a charge will apply unless the fault is in Citizens facilities.

SECTION 11 LIMITATIONS ON UNBUNDLED ACCESS

11.1 Citizens shall only be required to provide Unbundled Network Elements where such Unbundled Network Elements are available.

11.2 Carrier may access Citizens unbundled Network Elements specifically identified in this Agreement via Collocation at the Citizens Wire Center where those elements exist and each element shall be delivered to Carrier's collocation cage at applicable rates set forth in Citizens tariffs.

SECTION 12. RATES

Rates for Unbundled Network Elements are specified in Attachment 7 - Pricing.

ATTACHMENT 5

RESALE OF LOCAL SERVICES

ATTACHMENT 5 – Resale of Local Services

Section 1. DEFINITIONS

1.1 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

1.2 End User means the ultimate user of the telecommunications services being resold by Carrier. “End User” will mean an end user customer within Citizens’ operating area, which is presently an End User of Citizens.

1.3 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

1.4 Resale means an activity wherein a certificated Carrier, such as Reseller, subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public under its own company name.

SECTION 2. SERVICE TO END USERS

2.1 Carrier will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Carrier for all services. Carrier will be Citizens’ single point of contact for all services purchased pursuant to this Attachment.

2.2. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

2.3. Citizens maintains the right to serve directly any End User within Citizens’ serving area, that requests such service. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Carrier.

2.4. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

2.5. If Carrier requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not establish service for that End User through Carrier until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for nonpayment and is subject to complete disconnection.

2.6 Telephone numbers associated with Citizens’ retail telecommunication services offered for resale are assigned to the service furnished. Carrier has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

2.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

2.8. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

2.9. Citizens may refuse to provide service to Carrier when it has reasonable grounds to believe that service will be used in violation of the law.

2.10. Carrier may purchase resale services from Citizens for its own use in operating its business.

Provided however it must hold it out and actually provide service primarily to end users other than itself or affiliated companies.

SECTION 3. CITIZENS' PROVISION OF SERVICES TO CARRIER

3.1. Carrier agrees that its resale of Citizens services will be as follows:

3.1.1. The telecommunications services available at a wholesale discount for resale by Carrier will be limited to End User services and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Carrier will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest will apply at the rate of 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that Carrier actually makes the payment to Citizens may be assessed.

3.2. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

3.3. Carrier may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

3.4. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of Carrier will be directed to Carrier. Citizens will bill Carrier for implementing any requests by law enforcement agencies regarding Carrier End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Carrier's End Users.

3.6. Carrier may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Attachment 3, Section 3.1 attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

3.7. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

3.8. Carrier agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

3.9. Carrier is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of fraud unless such

fraud is the result of an intentional misconduct or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Carrier's accounts, Citizens will promptly inform Carrier and, at the direction of Carrier, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Carrier orders a resold line to be equipped with toll blocking, and Citizens fails to so equip the line, Citizens will not require Carrier to pay for intraLATA toll billed to that resold line after the due date of the order and prior to toll blocking being placed on the line. However, Carrier remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

3.10 Citizens is not able to provide 411 National and Local Directory Assistance blocking to Carrier at this time. Carrier remains liable for calls and charges to 411 National or Local Directory Assistance and if the Carrier's End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

4.2. Carrier or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

4.3. Carrier accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

4.4. Carrier will be the single point of contact for all repair calls on behalf of Carrier's End Users.

4.5. Carrier will contact the appropriate repair centers in accordance with procedures established by Citizens.

4.6. For all repair requests, Carrier accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

4.7. Citizens will bill Carrier for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

4.8. Citizens reserves the right to contact Carrier's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Carrier may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1. Carrier must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Attachment has been approved by the appropriate Commission.

5.2. Service orders and preorders will be in a standard format designated by Citizens. Service order fees will apply as set forth in Citizens' Tariff.

5.3. When notification is received from Carrier that a current End User of Citizens will subscribe to Carrier's service, standard service order intervals for the appropriate class of service will apply.

5.4. When an existing End User of Citizens switches to Carrier, Carrier must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

5.5. Carrier will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from Carrier to Citizens or will accept a request from another Carrier for conversion of the End User's service from the Carrier to the other Carrier. Citizens will notify Carrier that such a request has been processed.

5.6. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Carrier if it is the Carrier initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

SECTION 6. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

6.1. Citizens will temporarily deny service to Carrier's End User on behalf of, and at the request of Carrier. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Carrier.

6.2. All requests by Carrier for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Carrier is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

6.3. Carrier will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

6.4. Citizens will advise Carrier when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Carrier and/or the End User against any claim, loss, or damage arising from providing this information to Carrier. It is the responsibility of Carrier to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

SECTION 7. DISCONTINUANCE OF SERVICE TO CARRIER

The procedures for discontinuing service to Carrier are as follows:

7.1. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Carrier of the rules and regulations of Citizens' Tariff, or this Attachment.

7.2. If payment of account is not received by the Due Date, Citizens may provide written notice to Carrier, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 6.6 will also apply. Notification costs will be charged to the Carrier.

7.3. If payment of account or formal notice of billing dispute as set forth in Section 6.6 is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

7.4. If Carrier fails to comply with the provisions of this Attachment, including any payments to be made

by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Carrier does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Carrier at any time thereafter and Carrier will be obligated to notify its End Users that service will be discontinued. In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Carrier's noncompliance continues, nothing contained herein will preclude Citizens' right to discontinue the provision of the services to Carrier without further notice.

7.5. If payment is not received or arrangements made for payment by the date given in the written notification, Carrier's services will be discontinued. Citizens will reestablish service at the request of Carrier upon payment of all amounts due and the appropriate connection fee and subject to Citizens' normal application procedures.

7.6. Where Carrier discontinues its provision of service to all or substantially all of its End Users, the Carrier must send advance written notice of such discontinuance to Citizens and to each of the Carrier's End Users. Such notice must include a verification that the Carrier has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Carrier, Citizens will continue to serve the End User at its retail rates.

ATTACHMENT 6

CENTRAL OFFICE PHYSICAL COLLOCATION

ATTACHMENT 6 - CENTRAL OFFICE PHYSICAL COLLOCATION

In consideration of the mutual covenants contained herein, the Company and Collocator hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms or phrases will have the meaning set forth below:

- A. "Building" will mean the central office of Company located at _____.
- B. "Central Office Building" will mean a structure (not including a controlled environment vault ("CEV")) housing telephone company equipment that is under the control of Company and for which Company has the right to grant access and/or occupation by third parties.
- C. "Date of Occupancy" will mean the date on which Collocator first occupies the Premises pursuant to this Agreement.
- D. "Inner Duct" or "Conduit Space-per-foot" will mean any passage or opening in, on, under, over or through the Company Central Office Building cable or conduit systems.
- E. "COE" will mean Collocator-owned equipment.
- F. "Premises" will mean the space agreed between the parties, located in the Building to be used by Collocator to house the communications equipment specified in Collocator's Request Form. The location of the Premises within the Building is that portion of the Building outlined in red or heavy line on the attached **Exhibit A**, or as otherwise described in **Exhibit A**. Additionally, leased roof or wall space used for microwave purposes will be included in the definition where applicable.
- G. "Property" will mean the Building along with any real estate owned, leased or controlled by Company and used by Company in any way relating to the Building.
- H. "Request Form" will mean the form submitted by Collocator to the Company specifying the space, facilities and other requirements associated with the request for collocation and/or expanded interconnection service.
- I. "Tariffed Service" will mean the interconnection of Collocator's equipment and Company's equipment pursuant to the Company Access Service tariffs as filed with the Federal Communications Commission ("FCC").

2. **Scope of Agreement.**

- A. Subject to the terms and conditions herein, and in consideration of the payment by Collocator of all charges itemized in Attachment 5 – Pricing and charges otherwise made applicable by the terms of this Agreement, Company hereby grants to Collocator, and Collocator hereby accepts, a non-exclusive agreement to occupy the Premises, for the sole and exclusive purpose of providing its customers with Telecommunications services. All Collocator equipment placed on the Premise is and will be compatible with Company's central office equipment and will not interfere with the operation of that equipment.
- B. Any interconnection of Collocator's equipment or facilities to the Company's equipment or facilities will be governed by the applicable rules and regulations of governmental authorities having jurisdiction of the subject matter of this Agreement.
- C. If a Collocator occupies more than one Premises location within the Building, Collocator may interconnect its own equipment, dedicated to its use, contained in the two separate Premises locations; provided,

however, that Collocator will be either responsible for supplying and installing the cabling between Collocator's Premises locations using Company-designated Inner Duct, or will separately contract with Company or order from the Tariff, as appropriate, this service. Collocator will be responsible for additional charges for use of such Inner Duct in accordance with the per-foot-charge.

D. Collocator will not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if the Company determines, in the exercise of its sole discretion, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation; or (iv) violates the terms of this Agreement.

E. In the event that Collocator requests additional collocation space, the request will be negotiated as a new request for collocation. To the extent reasonably possible, Company will make contiguous space available to Collocator.

3. Types of Physical Collocation

A. Caged Collocation - all equipment physically collocated at Company's central offices shall be physically separated by a partition or fence from Company's central office equipment. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment.

B. Cageless Collocation - all equipment physically collocated at Company's central offices shall not be separated by a partition. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment. Citizens performs no repair, maintenance, installation on collocator's equipment beyond the designated demarcation as shown in Exhibit A.

4. Term and Billing.

A. The initial term of this Agreement will commence on date of occupancy, and will continue for a period of one (1) year. Thereafter, this Agreement will automatically renew for successive one-year terms on the anniversary of the Date of Occupancy unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then-current term.

B. Collocator may request renewal of this Agreement by giving the Company written notice of desire to renew at least ninety (90) days prior to the end of the then current term. Within thirty (30) days of receipt of such notice, the Company will submit to Collocator a revised Attachment 5 - Pricing, along with any other revisions to applicable charges.

C. Company will invoice Collocator on a monthly basis for charges itemized in Attachment 5 - Pricing. Collocator agrees to pay all invoices within thirty (30) days after the date of such invoice ("Due Date"). If Collocator's payment is not received by Company by the Due Date, Company can impose a late charge of one and one-half percent (1.5%) per month until full payment is received by Company (or such lower amount as may be required by law).

5. Condition of Premises. Collocator represents to the Company that it has had an opportunity to inspect the Premises and that, subject to the completion of any construction work that needs to be completed prior to the Date of Occupancy, the Premises are in full compliance with the obligations of the Company under this Agreement.

6. Use of Common Areas. Collocator, and its employees, agents and invitees will have a non-exclusive right to use those portions of the common area of the Building as are designated by the Company in Exhibit A, which may be revised by the Company from time to time, including, but not limited to, the right to use corridors and other access ways from the entrance to the Building, the Premises, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Collocator at the Premises; provided, however, that if Company provides a separate entrance to the Premises, Collocator will not have a right to enter areas reserved for the Company's equipment and operations and the Company has the right to reserve parking spaces for Company's

exclusive use or use by other occupants of the Building or otherwise restrict access to any area not designated as a common area. The Company hereby notifies Collocator that the common areas designated in Exhibit A do not include rest room facilities or water fountains and that the Company makes no guarantee that such facilities will be available. Collocator, and its employees, agents and invitees will have access to other areas outside of the designated common areas, including rest rooms, only if granted on an individual-case basis by Company personnel on site. All common areas will remain under the exclusive control and management of the Company, and Company will have the right to change the level, location and arrangement of parking areas, and other common areas will be subject to such reasonable rules and regulations as Company may from time to time impose.

7. Company's Services and Obligations. For the Term of this Agreement, unless earlier terminated, the Company will furnish the following services:

A. Environmental Controls. As agreed by the Company and Collocator and shown in Exhibit C, the Company will furnish air conditioning and/or other environmental controls for the area in which the Premises is located to the extent such controls are already in place at the site. The Company will not be required to provide environmental controls over and beyond the standard equipment already in use by the Company in the normal operation of the site. Collocator hereby represents to Company such controls as exist and as are listed in Exhibit C are sufficient to allow the COE to function without risk of harm or damage to the Premises, the Building or any equipment or facilities of Company or any other occupant of the Building.

If Collocator locates equipment or facilities in the Premises that the Company determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by the Company in the Building, the Company reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Collocator's equipment or facilities will be paid by Collocator to the Company.

If COE requires cooling capability in excess of that normally provided by the Company for its own equipment, the costs of any required supplementary air conditioning required by Collocator will be paid by Collocator to Company.

B. Electricity. Electricity will be provided by Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Collocator requires additional electrical capacity, such capacity will be supplied by the Company; provided, however, that the provision of such electricity will be contingent upon Collocator paying the Company an additional fee, in an amount to be agreed upon by the parties, for such additional electricity. Notwithstanding any other provisions of this Agreement to the contrary, Company reserves the right to monitor Collocator's use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the Collocator at the Premises. If Company reasonably determines that the electricity provided to Collocator is insufficient to support the activity being carried on by the Collocator in the Premises, the Company may, after twenty (20) days written notice to Collocator, require the installation of additional electricity and Collocator will reimburse the Company for any expenses incurred in making such additional electrical circuits available to Collocator's Premises and providing such additional electricity.

Collocator covenants and agrees that its use of electric current will never exceed the capacity of existing feeders to the Building or the Premises, when reviewed in conjunction with electrical usage of other occupants in the Building.

C. Fire Safety System. Subject to the provisions of Section 8 (E) hereof, the Company may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Company will furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

The Company will provide stand alone fire extinguishers in common areas as required by applicable fire codes, but Collocator will have sole responsibility for such extinguishers within the Premises.

The Company and the Company's insurance carriers will perform regular inspections of fire protection systems, and Collocator hereby agrees to provide Company and Company's insurance carriers access to the Premises for the purposes of such inspections, via pass key or otherwise. Company agrees to provide Collocator with notice of its intent to access Collocator's Premises where, in Company's sole discretion, such notice is practicable; provided, however, that no failure of Company to give such notice will affect Company's right of access or impose any liability on Company. Company will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Collocator, its employees, agents or invitees, in which case Collocator will reimburse Company for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Collocator will, if at fault, and at Company's option, replace Halon or other fire extinguishing material discharged as a result of Collocator's act or omission. Collocator will have no duty to inspect fire protection systems outside the Premises; provided, however, if Collocator is aware of damage to the fire protection systems it will promptly notify Company.

Collocator is aware that the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, the Company is relieved of all liability for damage to equipment or for personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of the Company, its officers, agents or employees.

D. Security Service. Company will furnish Building and Property security in accordance with its normal business practices, including, but not limited to, operating an alarm system on Collocator's entrance to the Building as designated in Exhibit A, and requiring that Collocator, or any of its employees, agents or invitees call the Company's security officer immediately upon entering the Building. Other than the locks on the entrances to the Premises, Company will provide no security specific to Collocator's Premises. Company will not be liable to Collocator or any other party for loss of or damage to the Premises or COE unless Company has failed to provide Building and Property security in accordance with its normal business practices.

E. Repairs. Company will, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments to the Premises, Building and Property, in a manner consistent with the Company's normal business practices.

Company will not be obligated to inspect the Premises, make any repairs or perform any maintenance unless first notified of the need in writing by Collocator. If Company fails to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by Collocator, Collocator's sole right and remedy will be, after further notice to Company, to make such repairs or perform such maintenance and submit invoices for costs incurred to the Company; provided, however, that the amount of such deduction will not exceed the reasonable value of such repairs or maintenance.

Company will, where practical, provide Collocator with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Premises; provided, however, that Company will have no obligation to provide such notice if Company determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Premises, or if required to do so by any court or governmental authority. Work will be completed during normal working hours or at other times identified by Company; provided, however, that Collocator will pay Company for overtime and for any other expenses incurred if such work is done during other than normal working hours at Collocator's request. Collocator will have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of Company to the Premises that are, in Company's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Collocator or Collocator's employees, agents or invitees, will be paid by Collocator to Company within ten (10) days after being billed for such repairs and maintenance by Company.

F. Interruption of Services. Company reserves the right to stop any service when Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Company agrees to use its best efforts not to interfere with Collocator's use of Premises. Company does not

warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, acts of God, or other causes beyond the reasonable control of Company.

No such interruption of service will be deemed an eviction or disturbance of Collocator's use of the Premises or any part thereof, or render Company liable to Collocator for damages, by abatement of applicable charges or fees or otherwise, except as set forth herein or in any applicable Tariff, or relieve Collocator from performance of its obligations hereunder, and, except as otherwise provided herein or in any applicable Tariff, Collocator waives and releases all other claims against Company for damages for interruption or stoppage of service.

Company will have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

G. Other Items. The Company will furnish all items specified on Exhibit B attached hereto and incorporated herein by reference.

H. Collocator Right Of Access. Subject to reasonable building rules and any applicable Security Arrangements, Collocator will have the right of entry twenty-four (24) hours per day to the Premises and common areas.

Company, at Collocator's expense, may issue nonemployee photo identification cards for each Collocator employee or vendor. Temporary identification cards may otherwise be provided by Company for employees or agents, contractors and invitees of Collocator who may require occasional access to the Premises.

Company may issue access cards, codes, or keys to Collocator's listed employees or vendors where such systems are available and their use by Collocator will not otherwise compromise building security.

Company reserves the right to close and keep locked all entrance and exit doors of the Building during hours the Company may deem advisable for the adequate protection of the Building. Use of the Building at any time it is unattended by appropriate Company personnel, or on Sundays and state and federal or other holidays recognized by Company, or, if Collocator's premises is not fully segregated from the areas of the Building containing Company equipment, may result in Collocator requiring security accompaniment and will be subject to such reasonable rules and regulations as Company may from time to time prescribe.

I. Collocator Owned Equipment. The Company will not be responsible for the design, engineering, testing, maintenance or performance of COE.

8. Collocator's Obligations.

A. Access Right of Company. Collocator will allow Company access to its Premises at all times, via pass key or otherwise, to allow Company to react to emergencies, to maintain the space (not including COE), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Company, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Collocator has waived such notice elsewhere in this Agreement, and if conditions permit, Company will provide Collocator with notice of its intent to access the Premises, thereby providing Collocator the option to be present at the time of access. Collocator will not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

B. Inspection and Janitorial. Collocator will promptly notify Company of any damage to the Premises or of the need to perform any repair or maintenance of the Premises, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Premises).

C. Fire Protection Systems. Collocator will, with the prior written consent of Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Collocator may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises.

If any governmental bureau, department or organization or Company's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Premises, because of Collocator's equipment, such changes, modifications or additions will be made by Company and Collocator will reimburse Company for the cost thereof. If any governmental bureau, department or organization or Company's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Premises of Collocators in general are located and such changes are the direct result of the Collocator's equipment, such changes, modifications, or additions will be made by Company and Collocator will reimburse Company for the cost thereof in the same proportion as the square footage of the Collocator's Premises as compared to the total square footage of all Collocators' Premises in the affected portion of the Building.

D. Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the Property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If Company discovers that Collocator has brought onto Company's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Agreement or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Agreement. If Company elects to terminate this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Agreement.

Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Agreement.

E. Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the

Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

F. Rules of Conduct. Collocator, its employees, agents, contractors, and invitees will (i) comply with all rules and regulations that Company may from time to time adopt for the safety, environmental protection, care, cleanliness, and/or preservation of the good order of the Building, the Property and the Premises and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances that are applicable to the Premises and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Premises during the Term of this Agreement or any extension hereof.

G. Alterations. Collocator will not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Company and securing the prior written consent of Company in each instance. Company's consent will not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of Collocator.

All installations, alterations and additions will be constructed in a good and workmanlike manner and only new and good grades of material will be used, and will comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work will be performed at such times and in such manner as to cause a minimum of interference with Company's transaction of business. Collocator will permit Company to inspect all construction operations within the Premises and to approve contractors, which approval will not be unreasonably withheld. If alterations are made by Collocator's contractors, Collocator will furnish to Company prior to commencement thereof, building permits and certificates of insurance or performance bonds of Collocator's contractors and sub-contractors. Any such insurance to be provided by Collocator's contractors or sub-contractors will provide for coverage in amounts not less than as required by Company of Collocator under this Agreement. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used will be furnished to Company. Collocator and its contractors and sub-contractors will hold Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions that take the form of fixtures, except trade fixtures, placed in the Premises by and at the expense of Collocator or others will become the property of Company, and will remain upon and be surrendered with the Premises. Upon termination of this Agreement, however, Company will have the right to require Collocator to remove such fixtures and installations, alterations or additions at Collocator's expense, and to surrender the Premises in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by Collocator in, about or upon the Premises will be subject to the prior written approval of Company, which will not be unreasonably withheld.

H. Fireproofing Policy. Collocator will not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Company. If Collocator desires signal, communications, alarm or other utility or service connections installed or changed, the same will be made by and at the expense of Collocator. Company will have the right of prior approval of such utility or service connections, and will direct where and how all connections and wiring for such service will be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Company's fireproofing policy, any penetrations by Collocator,

whether in the Premises, the Building or otherwise, will be sealed as quickly as possible by Collocator with Company approved fire barrier sealant, or by Company at Collocator's cost.

I. Overload Any Floor. Collocator will not exceed the Uniformly Distributed Live Load Capacity.

J. Signs. Collocator will not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, without the prior written consent of Company.

K. Advertising. Collocator will not use the name of the Building or Company for any purpose other than that of the business address of Collocator, or use any picture of likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Company.

L. Articles Sold. Collocator will not exhibit, sell or offer for sale, rent or exchange in the Premises or on the Property any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section 2 of this Agreement without the prior written consent of Company.

M. Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and slightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

N. Equipment Grounding. COE will be connected to Company's grounding system. Central office grounding must be engineered and constructed to meet producers, absorbers, non-isolated and isolated PANI standards.

O. Representations and Warranties. Collocator hereby represents and warrants that the information provided to Company in any application or other documentation relative to Collocator's request for Central Office Space Lease and License is and will be true and correct. Any violation of this Section will be deemed a material breach of this Agreement.

9. Rights Reserved to Company. Company will have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

A. To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Agreement;

B. To change the name or street address of the Building;

C. To install and maintain signs on the exterior and interior of the Building or anywhere on the Property;

D. To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;

E. To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other

loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);

F. To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof;

G. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;

H. To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the Property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;

I. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

J. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;

K. To do or permit to be done any work in or about the Premises or the Property or any adjacent or nearby building, land, street or alley;

L. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Agreement, unless Company exercises its right to terminate this Agreement with respect to all or a portion of the Premises;

M. To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company.

N. Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.

O. If it becomes necessary in Company's reasonable judgment, and there are no other reasonable alternatives, to require Collocator to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Company, in which event, Company will pay all moving costs, and any other costs associated with the relocation and the Agreement Fee provided for herein will remain the same;

P. To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

- Q. To exercise all other rights reserved by Company pursuant to the provisions of this Agreement;
and
- R. To inspect the installation of COE in the Premises prior to the connection of COE to Company facilities.

10. Insurance. Collocator, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Collocator's expense, and all other property owned or used by Collocator and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Company from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as may from time to time reasonably be required. The form of all such policies and deductibles thereunder will be subject to Company's reasonable approval. All such policies will be issued by insurers reasonably acceptable to Company and licensed to do business in the State of New York. In addition, the policies will name Company and any other parties designated by Company as additional insured, will require at least thirty (30) days' prior written notice to Company of termination or modification and will be primary and not contributory. Collocator will, at least ten (10) days prior to the Date of Occupancy, and within ten (10) days prior to the expiration of such policy, deliver to Company certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. Partial Destruction. If the Premises or a portion thereof sufficient to make the Premises substantially unusable will be destroyed or rendered unoccupiable by fire or other casualty, or if Company fails to timely cure a default as described in Section 18 herein, it is assumed Collocator will have the right to terminate this Agreement immediately without liability to Company.

Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of Collocator, its agents, employees, contractors, Collocators' customers or business invitees, unless Company otherwise elects, this Agreement will not terminate, and, if Company elects to make such repairs, Collocator will reimburse Company for the cost of such repairs, or Collocator will repair such damage, including damage to the Building and the area surrounding it, and the Agreement Fee will not abate.

If the Building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Premises may be directly unaffected, Company may, at its election within ninety (90) days of such casualty, terminate this Agreement by giving written notice of its intent to terminate this Agreement. The termination as provided in this paragraph will be effective thirty (30) days after the date of the notice.

12. Eminent Domain. If the Property, or any portion thereof which includes a substantial part of the Premises, is taken or condemned by any competent authority for any public use or purpose, the Term of this Agreement will end upon, and not before, the date when the possession of the part so taken will be required for such use or purpose. If any condemnation proceeding is instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grades makes it necessary or desirable to remodel the Property to conform to the changed grade, Company will have the right to terminate this Agreement upon not less than thirty (30) days notice. No money or other consideration will be payable by Company to Collocator for such cancellation, and the Collocator will have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

13. Agreement Termination. At the termination of this Agreement by lapse of time or otherwise:

A. Surrender of Keys. Collocator will surrender all keys, access cards and Company-provided photo identification cards to the Premises and the Building to Company, and will make known to Company the combination of all combination locks remaining on the Premises.

B. Vacate Premises. Collocator will remove its equipment from the Premises within thirty (30) days.

C. Return of Premises. Collocator will return to Company the Premises and all equipment and fixtures of Company in as good a condition and state of repair as when Collocator originally took possession, normal wear and tear or damage by fire or other casualty excepted. Collocator will be responsible to Company for the cost of any repairs that will be made necessary by the acts or omissions of the Collocator or of its agents, employees, contractors or business invitees. Company reserves the right to oversee Collocator's withdrawal from the Premises and Collocator agrees to comply with all directive to return the Premises in other than its original condition on the Date of Occupancy; provided, however, that Collocator will not be responsible for putting the Premises in other than its original condition if to do so would put Collocator to additional expense above and beyond that which would be necessary to return the Premises in its original condition.

D. Removal of Additions. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Collocator, in or upon the Premises, whether placed there by Collocator or Company, will be Company's property and will remain upon the Premises, all without compensation, allowance or credit to Collocator; provide, however, that if at such termination or within ten (10) days thereafter, Company so directs, Collocator will promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premises by Collocator, failing which Company may remove the same, and Collocator will, upon demand, pay to Company the cost of such removal and of any necessary restoration of the Premises. No cable will be removed from Inner Duct except as directed by Company.

E. Property Presumed Abandoned. All fixtures, installations, and personal property belonging to Collocator not removed from the Premises within thirty (30) days after termination of this Agreement and not required by Company to have been removed as provided in this Agreement, will be conclusively presumed to have been abandoned by Collocator and title thereto will pass to Company under this Agreement as if by a Bill of Sale.

F. Delay of Surrender. If the Premises is not surrendered at the termination of the Agreement, Collocator will indemnify Company against loss or liability resulting from delay by Collocator in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

14. Remedies of Company. All rights and remedies of Company herein enumerated will be cumulative and none will exclude any other right or remedy allowed by law.

A. Default. If Collocator defaults in the prompt payment of any portion of the charges (and such default will continue for thirty (30) or more days after it is due and payable) or in the performance or observance of any other provision of this Agreement (and such default will continue for twenty (20) or more days after notice thereof will have been given to Collocator), then Collocator will be deemed in default and Company may enforce the performance of this Agreement in any manner provided by law.

Unless Collocator cures the default upon the date and time set forth in the notice, Company will have the right, without further notice or demand, to (i) terminate Collocator's right to possession, without terminating this Agreement, or re-enter and remove all person and property without prejudice to Company's remedies for breach of contract, or arrears of Total Fees, and (ii) resume possession of the Premises occupied by Collocator and declare the term of this Agreement ended and terminate all unpaid Total fees due under this Agreement for the remainder of the original term hereof.

If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a twenty (20) day period, then such default will be deemed to be rectified or cured if Collocator will, within the twenty (20) day period, commence to rectify and cure with all due diligence and, in any event, within forty (40) days from the date of giving such notice.

B. Surrender of Premises. Upon any termination of this Agreement, whether by lapse of time or otherwise, or upon any termination of Collocator's right to possession without termination of this Agreement, Collocator will surrender possession thereof to Company, and hereby grant to Company full and free license to

enter into and upon the Premises in such event with or without process of law and to expel or remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Company hereunder or by operation of law.

C. Expenditures by Company. Whenever under any provision of this Agreement, Collocator will be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Collocator fails, refuses or neglects to perform as required herein, Company will be entitled, but will not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Collocator. In such event, the amount thereof with interest thereon as hereinafter provided, will be collectible on demand. All such interest amounts will be at lower of the rate of 1.5% per month or the highest lawful rate calculated per month until repayment by Collocator in full.

D. Sale of Building or Change in Building Lease Terms. If the owner of the Building or Company sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfer, assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Company's performance under this Agreement will be excused to the extent of the inconsistency. Company hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation will in no way obligate Company to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

15. Bankruptcy. If any voluntary or involuntary petition or similar pleading under any sections of any bankruptcy act will be filed by or against a Collocator, or any voluntary or involuntary proceeding in any court or tribunal will be instituted to declare Collocator insolvent or unable to pay Collocator's debts, or Collocator makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Collocator or for the major part of Collocator's property, Company may, if Company so elects but not otherwise, and with or without notice of such election or other action by Company, forthwith terminate this Agreement.

16. Proprietary Information. Company agrees to hold in confidence information provided to it by Collocator pursuant to this Agreement, as well as information known to Company as a result of the interconnection of equipment contained in Premises to Company facilities and services if such information is of a competitive nature. Similarly, Collocator agrees to hold in confidence information provided to it by Company pursuant to this Agreement, as well as information known to Collocator as a result of its presence on the Property if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

(1) was already known to the Party free of any obligation to keep such information confidential;

(2) was or becomes publicly available by other than unauthorized disclosure; or

(3) was rightfully obtained from a third party not obligated to hold such information in confidence.

17. Asbestos. Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

18. Subordination. This Agreement will at all times be subject and subordinate to the lien of any mortgage (which term will include all security instruments) that may be placed on the Premises and Collocator agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

19. Binding Effect and Assignment. Subject to the terms of Section 4 of this Agreement, Company and Collocator agree that this Agreement will bind and inure to the benefit of the respective successors and assigns of both Company and Collocator.

20. Entire Agreement. This Agreement, and any Exhibits which are made a part of this Agreement, contains the entire agreement between parties.

21. No Partnership. Nothing contained in this Agreement will be deemed or constructed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or any other association between Company and Collocator.

22. Miscellaneous.

A. Unenforceable Provisions. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Agreement, and all applications thereof, not held invalid, void or unenforceable, will continue in full force and effect and will in no way be affected, impaired or invalidated thereby.

At Company's option, any changes, additions or modifications, either approved or mandated by a regulatory agency, affecting the application of this Agreement or the licensing of Company's buildings or the interconnection of services to Company's telecommunications network will either be incorporated into this Agreement with written notification, consistent with terms identified by the agency, or the Agreement will be terminated with no liability to Company. Collocator agrees to accept any decision by Company in this regard; provided, however, Company will work with Collocator to minimize impact to the Collocator's business.

C. Contingency. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

D. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Agreement or of any law, present or future, will be given in writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.

Any party to this Agreement may change its address for the purpose of receiving notices or demands by written notice to the other party, given in the manner described in this Section. Such notice of change of address will not become effective, however, until the actual receipt by the other party.

E. Headings. The headings of this Agreement are for convenience only and will not be used to construct or modify the terms of this Agreement.

F. Execution in Counterparts. This Agreement may be executed in copies, each of which will constitute an original, but any of which taken together will constitute one in the same document. In the event of a conflict between the provisions of any original Agreement with the provisions of any other original Agreement, the provisions of Company's original Agreement will govern and control.

G. Execution of Additional Documents. At the request of either Company or the Collocator, the parties agree to execute, in recordable form, a memorandum of this Agreement which may contain any information with respect to this Agreement, desired by either party, covering the Premises, Building or Property. Both parties hereby consent to the recording of such a memorandum.

H. Brokers. Collocator warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Company from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

I. Waiver of Default. Company and Collocator agree that the waiver by either party of a breach of any term, covenant, or condition contained herein will not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition.

J. Changes to Agreement. This Agreement and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Agreement may only be modified or amended by an instrument in writing executed by Company and Collocator.

K. Agreement Effective. Submission of this instrument for examination or signature by Company does not constitute a reservation of or option for agreement, and it is not effective, as an agreement or otherwise, until execution and delivery by both Company and Collocator.

L. Representations. Neither Company nor its agents have made any representation or warranties with respect to the Premises of this Agreement except as expressly set forth herein; no rights, easements, or leases will be acquired by Collocator by implication or otherwise unless expressly set forth herein.

M. Work Stoppages. In the event of work stoppages, Company may establish separate entrances for use by personnel of Collocator. Collocator will comply with any emergency operating procedures established by Company to deal with work stoppages.

N. Governing Law. The Laws of the State of New York will govern the validity, construction, performance and effect of this Agreement.

O. Authorized Representatives. The individuals executing this Agreement on behalf of Collocator represent and warrant to Company they are fully authorized and legally capable of executing this Agreement on behalf of Collocator.

EXHIBIT A

PLAN OF PREMISES

The Premises consists of that area outlined in red or heavy line on the plan affixed (excluding from the foregoing, if any, elevator shafts; flues; pipes; shafts; vertical and horizontal ducts or conduits; pillars; demising walls; electrical boxes; fire hose cabinets, and stair.)

[PLEASE SEE ATTACHED]

EXHIBIT B

ITEMS PROVIDED BY COMPANY

EXHIBIT C

ITEMS PROVIDED BY COLLOCATOR

ATTACHMENT 7

PRICING

7.1 RESALE Charges

7.1.1. Nonrecurring Charges:

A nonrecurring charge will apply when converting a Citizens account to a Carrier account or when changing an end user from one Carrier to another. The nonrecurring charge is discounted by 10% from Citizens rate for Records only Service Ordering Charges.

7.1.2. Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted at 10%. Except as qualified in Attachment 1 – Resale, Section 3.6.

7.1.3. The following services are available for resale under this Attachment but are not included in the wholesale pricing reflected above:

Private Line Used for Special Access

7.2 Services not available for Resale:

- Grandfathered retail services
- Promotional and trial retail service offerings of less than ninety (90) days duration
- Lifeline and linkup services
- Individual case basis arrangements to meet competitive situations
- Contract service arrangements
- Installment billing options
- 911 and E911 services
- Interconnection services
- Legislatively or administratively mandated specialized discounts (e.g., educational institution discount)
- Customer Premise Equipment
- Enhanced Services
- Inside Wire
- Employee Concession Service Discounted services
- Voice Mail
- Calling Card

7.3 Interconnection Physical Collocation Pricing List

The pricing is from the Citizens FCC #1 Tariff and therefore subject to change if the tariff rates change.

	<u>Monthly</u>	<u>Nonrecurring</u>
<u>Collocation</u>		
7.3.1. Collocation Processing Fee		
Initial - per order, per wire center		\$ 2,440.00
Subsequent - per order, per wire center		\$ 2,440.00
Augmentation - per order, per wire center		\$ 2,440.00
7.3.2. Partition Floor Space Charge of MRC - per square foot,		\$ 8.58
7.3.3. Cross Connect per:		
DS0	\$ 1.25	\$ 413.57
DS1	\$ 3.90	\$ 352.85
DS3	\$ 48.00	\$ 1,249.98
7.3.4. AC Power per 20 Amps- This does not include any DC power or backup power.	\$ 274.49	\$ 1,475.00
7.3.5. DC Power per 40 Amps: 2-feeds	\$ 487.49	\$ 3,527.04
7.3.6. Engineering Fee Charge per order, per Central Office. Charge for the work performed by CTC associated with the design and development of collocation.		\$ 6,240.00
7.3.7. Cable Pull Charge Charge per Central Office, per cable terminated:		\$ 904.80
7.3.8. Office Arrangement (cage) Caging costs per order, per Central Office:		\$ 4,608.61
7.3.9. Cageless Collocationin		
1 Standard Size Bay	\$ 109.00	\$ 1,520.00
Per Standard Bay with Relay Rack	\$ 178.00	\$ 5,320.00
7.3.10. Maintenance Per relay rack	\$ 44.00	
7.3.11. Building Modification Charge		

Charge per Central Office, per order.

ICB**

7.3.12. Training Charge per hour

\$47.02

7.3.13 LABOR RATES

	<u>Basic Time*</u>	<u>Overtime*</u>	<u>Premium Time*</u>
Charges for Additional Labor per Engineering, 1/2 hour or Fraction thereof	\$ 30.19	\$ 45.29	\$ 60.38
Charges for Additional Labor per Security Escort, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Testing Per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Standby per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Programming Per Programmer, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02

* Note: After hour (5:00 PM - 7:00 AM) call outs are charged a 4 hour minimum.

** ICB – Individual Case Basis

Attachment 7 – PRICING

7.4 RECIPROCAL COMPENSATION

7.1.1 **ISP Bound and Local Traffic** will be terminated by the Parties on a Bill and Keep basis.

7.1.2 Tandem Transiting –per MOU \$ 0.0061854/MOU

7.1.3 Wireline to Wireless traffic
 or Wireless to Wireline traffic \$ 0.0112/MOU

7.5 ISPNP Rates

Interim Service Provider Number Portability Rates

Monthly Rates

Primary Business Number, per 1 path ported	\$ 1.38
Residence number ported, 1 per path	\$.95
Each additional path associated with the primary number	\$.95

Non-Recurring Rates

Service Order Charge	\$14.38
Change Order Charge	*See Supplemental PON Charges
Expedite Charge	*See Miscellaneous Charges

7.6 LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Engineering, 1/2 hour or Fraction Thereof	\$ 30.19	\$ 45.29	\$ 60.38
Charges for Additional Labor per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Security Escort, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Testing per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Standby per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Programming per Programmer, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02

* Note: After hour (5:00 PM - 7:00 AM) call outs are charged a 4 hour minimum.

7.7 Unbundled Local Loop Rates

Monthly Recurring Charges

<u>Recurring Charges</u>	<u>Monthly Rate</u>
2-Wire Analog Loop (including NID)	\$ 25.26 (first 500 loops) \$ 30.00 (after 500 loops)
4-Wire Analog Loop	\$ 97.58
2-Wire ADSL Capable Loop	\$ 64.84
2-Wire ISDN Capable Loop	\$ 64.84
4-Wire DS-1 Capable Loop	\$ 136.30

Loop Conditioning

CLEC can pay applicable charges associated with loop conditioning on a 2-wire Analog Loop and to the extent the 2-wire Analog Loop is capable from an engineering standpoint without other modifications, offer ADSL or ISDN on the 2-wire Analog Loop.

Load Coil Removal per line	\$ 425.75
Bridge Tap Removal per line	\$ 425.75

Non-Recurring Charges

Rate

Service Order \$ Refer to local state tariff: See as appropriate
Citizens Telecommunications Company of Illinois, Inc. ICC No 1, Section 4, Sheet 3 and following
Citizens Telecommunications Company of Illinois, Inc. ICC No 3, Section 4, Sheet 1 and following

Central Office Cross-connects

2-Wire Jumper	\$ 28.14
4-Wire Jumper	\$ 32.50

Cross-Connects outside the central office

2-Wire Jumper	\$ 28.14
4-Wire Jumper	\$ 32.50
Travel Charge	\$ 25.89
Pre-Qualification Charge (per loop)	\$ 27.18

OTHER NONRECURRING CHARGES

(E) (1)	Order Change Charge	Citizens Telecommunications Company of Illinois, Inc. ICC No 5, Section 5.6.1
3.2.2A	Due Date Change Charge	Citizens Telecommunications Company of Illinois, Inc. ICC No 5, Section
	Expedited Orders	Citizens Telecommunications Company of Illinois, Inc. ICC No 5, Section
	3.2.2E	

Special construction requests such as, but not limited to, Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis.

7.8 Supplemental PON Charges

7.8.1 A supplement is any new iteration of a local service request.

Supplement # 1

Cancel - Indicates that the pending order is to be canceled in its entirety.

- Standard NRC for initial Service Order(s) will still apply to all canceled orders.

Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # 3

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Line	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per line) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

7.9 OTHER MISCELLANEOUS CHARGES:

7.9.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

Residence	35.20
Business	35.20

7.9.2 Preferential/Vanity Numbers

Residence	\$42.33
Business	\$84.45

7.9.3 Concurrence Charge

The CLEC is responsible to create subscription versions in the SOA prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify the Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge will apply.

Residence	\$17.83
Business	\$17.83
